

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF 1 81
2. CONTRACT NO.	3. SCREENING INFORMATION REQUEST NO. DTFAAC-10-R-02217	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED TBD	6. REQUISITION/PURCHASE NO. AC-09-00210 (FAA Internal Use Only)	
7. ISSUED BY CODE FAA, AMT Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm, 321 P.O. Box 25082 Oklahoma City, OK 73125-4931		8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-140) Multi-Purpose Building, Room 321 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73169			

FIRM FIXED PRICE SOLICITATION ATR-42/72 AIRCRAFT PILOT TRAINING
INDEFINITE DELIVERY/REQUIREMENTS

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 321, Multi-Purpose Building until 3:00 local time 06/14/2010
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >	A. NAME Diana L. Pickel	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 405-954-8381 FAX: 405-954-3030
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION (4 COPIES UNLESS OTHERWISE SPECIFIED) >	
24. ADMINISTERED BY (If other than Item 7) CODE FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 321 P.O. Box 25082 Oklahoma City, OK 73125-4932		25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COST
PRICING SCHEDULE**

In accordance with the requirements and specifications contained herein, provide students the training hours contained within the FAA's training syllabus, in support of FAA Academy, AMA-260, requirements.

ITEM	AIRCRAFT	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	ESTIMATED TOTAL AMOUNT
<u>Base Year</u>				
0001	ATR-42 Initial Pilot Qualification Training (FAA28040) a. Ground School 90 hrs b. Flight Training Device 8 hrs (minimum Level 5 FTD) c. Flight Simulator Training 24 hrs (including 100% practical test) (minimum Level "C" Simulator)	2	@ \$ _____	\$ _____
0002	ATR - 42/72 Recurrent/Differences Pilot Qualification Training (FAA28080) a. Ground School 36 hrs b. ATR-72 Flight Simulator 4 hrs (minimum Level "C" Simulator) c. ATR-42 Flight Simulator 12 hrs (including 100% proficiency check) (minimum Level "C" Simulator)	6	@ \$ _____	\$ _____
0003	Supplementary Training Hours a. Ground School - cost per hour b. FTD - cost per hour c. Simulator - cost per hour d. Additional Instructor - cost per hour		\$ _____ \$ _____ \$ _____ \$ _____	
<u>1st Option Year</u>				
0004	ATR-42 Initial Pilot Qualification Training (FAA28040) a. Ground School 90 hrs b. Flight Training Device 8 hrs (minimum Level 5 FTD) c. Flight Simulator Training 24 hrs (including 100% practical test) (minimum Level "C" Simulator)	2	@ \$ _____	\$ _____

0005	ATR - 42/72 Recurrent/Differences Pilot Qualification Training (FAA28080)	6	@	\$ _____	\$ _____
	a. Ground School	36			
		hrs			
	b. ATR-72 Flight Simulator	4			
	(minimum Level "C" Simulator)				
	c. ATR-42 Flight Simulator	12			
	(including 100% proficiency check)				
	(minimum Level "C" Simulator)				

0006	Supplementary Training Hours	
	a. Ground School - cost per hour	\$ _____
	b. FTD - cost per hour	\$ _____
	c. Simulator - cost per hour	\$ _____
	d. Additional Instructor - cost per hour	\$ _____

2nd Option Year

0007	ATR-42 Initial Pilot Qualification Training (FAA28040)	2	@	\$ _____	\$ _____
	a. Ground School	90			
		hrs			
	b. Flight Training Device	8			
	(minimum Level 5 FTD)				
	c. Flight Simulator Training	24			
	(including 100% practical test)				
	(minimum Level "C" Simulator)				

0008	ATR - 42/72 Recurrent/Differences Pilot Qualification Training (FAA28080)	6	@	\$ _____	\$ _____
	a. Ground School	36			
		hrs			
	b. ATR-72 Flight Simulator	4			
	(minimum Level "C" Simulator)				
	c. ATR-42 Flight Simulator	12			
	(including 100% proficiency check)				
	(minimum Level "C" Simulator)				

0009	Supplementary Training Hours	
	a. Ground School - cost per hour	\$ _____
	b. FTD - cost per hour	\$ _____
	c. Simulator - cost per hour	\$ _____
	d. Additional Instructor - cost per hour	\$ _____

Estimated multiyear cost for this contract: \$ _____

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK

The Contractor shall provide the supplies and services identified in SECTION B, SUPPLIES OR SERVICES AND PRICES/COST, in accordance with the Statement of Work shown as Attachment 1 in Part III – SECTION J, LIST OF ATTACHMENTS, and with all other terms, conditions, and provisions set forth herein.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION (NOV 2008)

The Contracting Officer or authorized representative of the government, may at any time, inspect or otherwise evaluate the work being performed under this contract as well as the facilities on which each task is being performed. If any inspection and/or evaluation are initiated, the Contractor is required to provide safe access and assistance to government representatives in the successful performance of all inspection and/or evaluation duties associated with subject contract effort.

E.2 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)

CLA 1908

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause 3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement (Apr 1996)

E.3 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>).

**AMS 3.10.4-4 INSPECTION OF SERVICES-BOTH FIXED-PRICE & COST REIMBURSEMENT
(APRIL 1996)**

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 AUTHORIZED PERFORMANCE (JAN 1997)

CLA 0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.2 PRINCIPAL PLACE OF TRAINING (JAN 1997)

CLA 0180R

The contractor shall enter below the principal place of performance where ground school training will be conducted. In the event flight/simulator training is conducted at a location other than where the ground school is located, the contractor shall furnish all necessary transportation to these location(s). If air transportation is arranged by the contractor, such transportation shall consist of a confirmed reservation in "coach" class as a minimum for each student.

Type of Training	Location (City and State)
Ground School	_____
Flight School	_____

NOTE TO OFFEROR: Please submit additional sheets if needed, to provide the principal place of training for each aircraft offered.

F.3 TRAINING SCHEDULE (OCT 2006)

CLA 0241

- (a) The contractor shall start the training described in this contract within **30 calendar days** after receipt of either an oral or written notice from the Contracting Officer that a requirement exists to furnish such training.
- (b) Exact training dates will be by mutual agreement of both parties. In the event of conflict, such as equipment malfunction, weather, unavailability of FAA pilots or aircraft, training dates will be rescheduled to other mutually agreeable dates.

F.4 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JAN 1997)

CLA.1137R

- (a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.
- (b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government, Contracting Officer, and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.
- (c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.
- (d) This clause shall not limit the Government's rights under the Default clause.

F.5 CONTRACT PERIOD (JAN 1997)

CLA 1604

The effective period of this contract is date of award through 03/04/2011, plus two 1-year options, if exercised.

F.6 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>).

- AMS 3.10.1-9 STOP WORK ORDER (OCTOBER 1996)**
- AMS 3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)**
- AMS 3.10.1-24 NOTICE OF DELAY (NOVEMBER 1997)**
- AMS 3.11-34 F.O.B. DESTINATION (APRIL 1999)**

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA (NOV 2008)

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

G.2 OPTION TO EXTEND SERVICES (JAN 1997)

CLA 0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.3 RESERVED.

G.4 INVOICING PROCEDURES – PILOT TRAINING (MAR 2003)

CLA 2912

- (a) In addition to the requirements set forth at AMS 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit the following documentation as part of each invoice:
 - (1) A completed and signed "Certificate of Training - Appendix A," for each student, signed by both the contractor and the FAA pilot trained;
 - (2) Detailed invoice(s) for training provided, depicting:
 - (i) student name(s),
 - (ii) contract number and applicable delivery order number,
 - (iii) noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided,
 - (iv) extended totals for invoiced quantities.
- (b) Payment to the contractor for completed training shall be limited to, and computed upon the per-student fixed rate set out in the Section B Schedule(s). Fractions of hourly performance shall be prorated in accordance with the contractor's standard accounting procedures for abbreviated or supplemental training. Payment for flight hours shall be computed upon aircraft "Flight Time," as defined in the clause entitled "Definitions."
- (c) Properly executed "Certificate of Training - Appendix A," and invoice(s) shall be mailed as follows:

Original Invoice(s) to: FAA, Financial Operations Division (AMZ-100)
 P.O. Box 25710
 Oklahoma City, OK 73125-4913

Appendix A and one copy of invoice(s) to:
 FAA Contracts and Program Administration Branch, (AMA-260)
 P.O. Box 25082
 Oklahoma City, OK 73125

Copy of Invoice(s) to: FAA Contracts Administration Branch, (AMQ-340)
 Contract Management Team Aviation, Medical & Training Acquisition Division
 P.O. Box 25082
 Oklahoma City, OK 73125

G.5 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>).

AMS 3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JANUARY 2008)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTIFICATION OF ABSENCE, ILLNESS, INJURY, OR DEATH OF FAA STUDENTS (JAN 1997)

CLA 0148

Procedures for communicating student absences, serious illness, injuries, or death to a FAA student shall be as follows:

- (a) In the event that a FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.
- (b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.
- (d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

H.2 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APR 1998)

CLA 4540

- (a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.
- (b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes"; the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.3 NOTICE OF CONTRACTOR TESTIMONY (SEP 2006)

CLA 4555

- (a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.
- (b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.4 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEP 2006)

CLA 4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

PART II - SECTION I - CONTRACT CLAUSES

I.1 ECONOMIC PRICE ADJUSTMENT - HOURLY FLIGHT TRAINING RATE (JAN 1997)

CLA.1025

During the term of this contract, including any option years, the contractor shall be reimbursed or shall give credit to the Government for any increase or decrease in the actual price paid for the rental/lease of the aircraft in accordance with the paragraphs below.

(a) The contractor warrants that prices for flight training as stated in Part I, Section B, are at actual cost (as reflected in an aircraft rental/lease agreement), and do not include any amount for general and administrative costs, overhead or profit.

(b) The contractor further warrants that other prices in this contract do not include any allowance or contingency to cover increased costs for which adjustment is provided under this clause.

(c) Any such adjustment will be limited to aircraft rental/lease costs; it shall not include any additional amount for general and administrative costs, overhead, or profit. Examples of individual cost considerations that are customarily included in industry aircraft rental/lease agreements are:

- (1) value of the aircraft
- (2) fuel
- (3) maintenance (depending on age and condition of aircraft)
- (4) insurance
- (5) overnight charges, if applicable
- (6) costs of crew members of the lessors aircraft, if applicable.
- (7) other customary fees and charges as applicable, i.e. landing fees.

(d) Adjustments claimed for an increase in the aircraft rental/lease cost must have prior approval from the contracting officer (CO). Requests for adjustments shall be forwarded to the CO as soon as possible after the contractor receives notice of any increase. Requests must be accompanied by supporting documentation, i.e., current rental/lease receipts or agreements and new rental/lease receipts or agreements. Subsequent invoices should be documented with the CO's name and date approved.

(e) Decreases do not require prior approval; however, the CO shall be notified at the earliest possible date. Any adjustment, either increase or decrease, that involves a change in the location of the flight training requires immediate notification and approval by the CO.

(f) In order to minimize the administrative burden on both the Government and the contractor, claims for adjustments of less than \$100 shall not be considered for approval under this provision. This \$100 refers to the aggregate or total adjustment per pilot/inspector (or per class if contractor requires it) billing for flight training.

(g) Each adjustment is considered a separate action. The CO's approval on one action must not be interpreted to be a blanket approval for other actions.

(h) The contractor shall include with the final invoice a certification that the contractor (1) has not experienced a decrease in the aircraft rental/lease rate, or (2) has adjusted appropriate invoices to show such decreases in the aircraft rental/lease rate.

(i) The CO or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the contractor.

(j) The contractor shall not obtain aircraft required in the performance of flight training hereunder from any parent firm, subsidiary firm, or contractor-owned subsidiary firm wherein the contractor, its officers and/or directors, own 10 percent or more of the corporate stock or interest therein, without first obtaining approval of the CO.

I.2 AVAILABILITY OF AIRCRAFT / SIMULATOR (NOVEMBER 2006)

CLA.1029

(a) Should the aircraft/simulator intended for training purposes under this contract become unavailable, the contractor shall review all available aviation-related sources to acquire a replacement aircraft/simulator. Competition shall be sought to the maximum degree possible. The contractor shall make all reasonable efforts to acquire a replacement aircraft/simulator within 45 days of the date that the original training aircraft/simulator became

unavailable. If the contractor is unable to acquire another aircraft/simulator that is acceptable for flight training, the contractor shall notify the contracting officer and furnish the same with a written summary of:

- (1) the contacts made by the contractor in seeking a replacement aircraft/simulator, and
- (2) the responses to inquiries made by the contractor.

Upon the contractor's notification to the contracting officer, the FAA may likewise review alternative sources for a suitable replacement, suggest possible sources to the contractor, and/or furnish an aircraft/simulator as Government-Furnished Property (GFP).

(b) The inability of the contractor to acquire a replacement aircraft/simulator, following the exhaustion of all reasonably viable sources, shall be regarded as beyond the control of the contractor and not due to negligence on the part of the contractor, and will not be a basis for termination of the contract for default. If this situation does occur, the Government will have the following options:

(1) Continue the contract with ground school and simulator training at the rates specified in Part I, Section B, less all costs associated with the flight portion of the training (e.g., aircraft/simulator rental/lease, flight instructor, etc.).

(2) Terminate the contract for convenience in accordance with AMS 3.10.6-1, Termination for Convenience of the Government (Fixed-Price) as applicable in Part II, Section I. Termination for convenience due to aircraft/simulator unavailability shall not be a basis for claims for compensation other than that already owed to the contractor for training completed prior to termination.

I.3 ORAL AND WRITTEN TELECOMMUNICATION ORDERS (JAN 1997)

CLA.1035R

Oral and written telecommunication orders are authorized only by the Contracting Officer. This method of ordering shall be used to fulfill emergency requirements and will be followed by a written order.

I.4 LOSS OR DAMAGE (JAN 1997)

CLA.3201

The contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature from injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of aircraft flight training in connection with this contract, regardless of whether the loss or damage occurs in flight or on the ground, resulting in whole or in part from the negligent acts, fault, or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor. This excludes conditions or situations which are the sole responsibility of the Government, loss or damage resulting from improper aircraft maintenance by the Government, defects in Government-owned aircraft, or failure of Government-owned and maintained equipment arising from Government negligence, action, or inaction.

I.5 AMS 3.2.4-16 ORDERING (OCT 1996)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through the expiration date of the contract or any options exercised thereto.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.6 AMS 3.2.4-17 ORDER LIMITATIONS (OCT 1996)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum hours required to train one inspector, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
 - (1) Any order for a single item in excess of TBD inspectors/students;
 - (2) Any order for a combination of items in excess of the estimated annual requirement; or

- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.7 AMS 3.2.4-19 REQUIREMENTS (OCT 1996)

- (a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

I.8 EXCEPTION TO CLAUSE 3.2.4-19, REQUIREMENTS (OCT 1996)

Notwithstanding the requirements of paragraph (c) of Clause 3.2.4-19, Requirements, FAA Inspectors assigned to certificate management responsibilities of an air carrier under the Air Transportation Oversight System (ATOS) are excluded from the Schedule specified in this contract.

I.9 AMS 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APR 1996)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years, six (6) months.

I.10 AMS 3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1996)

Funds are not presently available for performance under this contract beyond Period of Performance. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond POP, until funds are made

available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.11 AMS 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JAN 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 numbers, into the CCR database.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 numbers that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Trade-style, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successfully registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding

novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

1.12 AMS 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (OCT 2005)

- (a) Method of payment.
 - (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
 - (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fed wire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers.
 - (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
 - (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the

Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I.13 AMS 3.6.2-41 EMPLOYMENT ELIGIBILITY VERIFICATION (SEPTEMBER 2009)

(a) Definitions:

Employee assigned to the contract, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee-

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system (E-Verify) at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United

States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later

(but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only

to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

I.14 TAR 1252.228-72 RISK AND INDEMNITIES (DEC 1997)

The Contractor hereby agrees to indemnify and hold harmless the Government, its officers and employees from and against all claims, demands, damages, liabilities, losses, suits and judgments (including all costs and expenses incident thereto) which may be suffered by, accrue against, be charged to or recoverable from the Government, its officers and employees by reason of injury to or death of any person other than officers, agents, or employees of the Government or by reason of damage to property of others of whatsoever kind (other than the property of the Government, its officers, agents or employees) arising out of the operation of the aircraft. In the event the Contractor holds or obtains insurance in support of this covenant, evidence of insurance shall be delivered to the Contracting Officer.

I.15 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>)

AMS 3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 1997)**AMS 3.2.2.3-33 ORDER OF PRECEDENCE (JUL 2004)****AMS 3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APR 1996)****AMS 3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)****AMS 3.2.4-34 OPTION TO EXTEND SERVICES (APR 1996)****AMS 3.2.5-1 OFFICIALS NOT TO BENEFIT (APR 1996)****AMS 3.2.5-3 GRATUITIES OR GIFTS (JAN 1999)****AMS 3.2.5-4 CONTINGENT FEES (OCT 1996)****AMS 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 1996)****AMS 3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1999)****AMS 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 1996)****AMS 3.3.1-1 PAYMENTS (APR 1996)****AMS 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APR 1996)****AMS 3.3.1-8 EXTRAS (APR 1996)****AMS 3.3.1-9 INTEREST (JAN 2008)****AMS 3.3.1-10 AVAILABILITY OF FUNDS (APR 1996)****AMS 3.3.1-15 ASSIGNMENT OF CLAIMS (APR 1996)****AMS 3.3.1-17 PROMPT PAYMENT (JAN 2008)****AMS 3.3.2-1 FAA COST PRINCIPLES (OCT 1996)****AMS 3.4.1-12 INSURANCE (JUL 1996)****AMS 3.4.2-6 TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCT 1996)****AMS 3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES-SEALED BID AND CERTAIN NEGOTIATED CONTRACTS (APR 1996)****AMS 3.5-1 AUTHORIZATION AND CONSENT (JANUARY 2009)****AMS 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JANUARY 2009)****AMS 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (SEP 2001)****AMS 3.6.1-4 SMALL, SMALL DISADVANTAGED, WOMAN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (APR 2007)****AMS 3.6.2-2 CONVICT LABOR (APR 1996)****AMS 3.6.2-9 EQUAL OPPORTUNITY (AUG 1998)****AMS 3.6.2-12 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 2007)****AMS 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (APR 2000)****AMS 3.6.2-14 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA (APR 2007)****AMS 3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 1996)****AMS 3.6.2-37 NOTIFICATION OF EMPLOYEES RIGHTS CONCERNING PAYMENT OF UNION DUES**

OR FEES (APR 2007)
AMS 3.6.2-39 TRAFFICKING IN PERSONS (JAN 2008)
AMS 3.6.3-16 DRUG FREE WORKPLACE (JAN 2004)
AMS 3.6.4-10 RESTRICTINS ON CERTAIN FOREIGN PURCHASES (APR 1996)
AMS 3.8.2-19 PROHIBITION ON ADVERTISING (OCT 1996)
AMS 3.9.1-1 CONTRACT DISPUTES (NOV 2002)
AMS 3.9.1-2 PROTEST AFTER AWARD (AUG 1997)
AMS 3.10.1-7 BANKRUPTCY (APR 1996)
AMS 3.10.1-12 CHANGES – FIXED PRICE (1996)
AMS 3.10.1-12 CHANGES – FIXED PRICE ALTERNATE 1 (APR 1996)
AMS 3.10.1-25 NOVATION AND CHANGE OF NAME AGREEMENTS (OCT 2007)
AMS 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)(OCT 1996)
AMS 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE (OCT 1996)
AMS 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JAN 1999)

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>NO. OF PAGES</u>
1	Performance Work Statement ATR-42/72 Pilot Qualification Training	8
2	Certificate of Training – Appendix A	3

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**PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

- 1 Name of Firm: _____ Tax Identification No.: _____
- 2 Address of Firm: _____ DUNS No.: _____
- 3 a. Telephone Number of Firm: _____ b. Fax Number of Firm: _____
- 4 a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
- 5 Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) _____ ☐ f. Other (Specify) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) _____

- 7 Nature of Business (Specify all services/products) _____
- 8 (a) Years the firm has been in business _____ (b) No. of Employees _____
- 9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last three years:
- | | |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

**I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE
THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.**

14. a. Signature _____ b. Date: _____

c. Typed Name _____ d. Title: _____

K.1 Annual Representations and Certifications.

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 611512 – Flight Training Services.

(2) The small business size standard is \$4.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself Manufacture, is 500 employees.

(b)(1) If the clause at **AMS 3.3.1-35**, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at **AMS 3.3.1-35** is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the **ORCA** electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following

boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (**ORCA**) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the Representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation

(including

the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

1. KTB K001#
2. Title
3. Date
4. Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)

CLA 0126

(1) The North American Industry Classification System (NAICS) code for this acquisition is 611512.

(2) The small business size standard is \$4.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.3 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999)

CLA 4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.4 AMS 3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JUL 2004)

By checking the applicable box, the offeror (you) represents that—

- (a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ (specify what type of organization).
- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

K.5 AMS 3.2.2.3-15 AUTHORIZED NEGOTIATORS (JUL 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

NAME: _____

TITLE: _____

PHONE NUMBER _____

K.6 AMS 3.2.2.3-23 PLACE OF PERFORMANCE (JUL 2004)

- (a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at different addresses from your address as stated in this offer.
- (b) If you check 'intends' in paragraph (a) above, insert the following information:
 Place of Performance Street: _____
 City: _____
 State: _____
 Zip Code: _____
 Name of owner and operator, if other than the owner: _____

K.7 AMS 3.2.2.3-70 TAXPAYER IDENTIFICATION (JUL 2004)

(a) Definitions.

- (1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.
- (2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.
- (3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

- (b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.8 AMS 3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (OCT 2008)

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an

erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

K.9 3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 1999)

(a) Definitions.

(1) "The Act," as used in this clause, means section 1352, title 31, United States Code.

(2) "Agency," as used in this clause, means executive agency, within the meaning of 5 U.S.C. 101, 102, and 104(i), and any wholly owned Government corporation within the meaning of 31 U.S.C. 9101..

(3) "Covered Federal action," as used in this clause, means any of the following Federal actions:

(i) The awarding of any Federal contract.

(ii) The making of any Federal grant.

(iii) The making of any Federal loan.

(iv) The entering into of any cooperative agreement.

(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(4) "Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

(5) "Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

(6) "Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

(7) "Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(ii) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(iii) A special Government employee, as defined in section 202, title 18, United States Code.

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

(8) 'Person,' as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(9) 'Reasonable compensation,' as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

(10) 'Reasonable payment,' as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

(11) 'Recipient,' as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(12) 'Regularly employed,' as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

(13) 'State,' as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal action) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the screening information request (SIR), the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this clause in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall disclose accordingly.

(4) This certification and disclosure is a prerequisite for making or entering into this contract imposed by the Act. Any person who makes a prohibited expenditure or fails to file or amend a disclosure form, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000, for each such failure.

(c) The prohibitions of the Act do not apply under the following conditions:

(1) Agency and legislative liaison by own employees.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(ii) For purposes of subdivision (c)(1)(i) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(iii) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(A) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or

services for an agency's use.

(iv) The following agency and legislative liaison activities are permitted where they are prior to Screening Information Request (SIR) of any covered Federal action:

(A) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(B) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(C) Capability presentations by persons seeking awards from an agency pursuant to the provisions of a law authorizing such actions;

(v) Only those services expressly authorized by subdivision (c)(1)(i) of this clause are permitted under this clause.

(2) Professional and technical services.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of:

(A) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(B) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(ii) For purposes of subdivision (c)(2)(i) of this clause, 'professional and technical services' shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a submittal/offer by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's submittal/offer, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a submittal/offer are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(iv) Only those services expressly authorized by subdivisions (c)(2)(i) and (ii) of this clause are permitted under this clause.

(v) The reporting requirements herein shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(d) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB Standard Form LLL, Disclosure of Lobbying Activities, if such person has made or has

agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (e)(1) of this clause. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the certification, and if required, a disclosure form by any person who requests or receives any subcontractor exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor.

(e) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(f) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or fails to file or amend the disclosure form to be filed or amended by paragraph (b) shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representations made by their subcontractors in the certification and in the disclosure form.

(g) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

K.10 AMS 3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APR 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

K.11 AMS 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1996)

The offeror represents that—

- (a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.12 AMS 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APR 1996)

The offeror represents that-

- (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.13 AMS 3.8.2-18 CERTIFICATION OF DATA (OCT 1996)

- (a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.
- (b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or, (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.
- (c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.14 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>)

AMS 3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1996)

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PART IV - SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) The Procurement Contracting Officer (PCO) is the only point of contact for this acquisition.

Address any questions or concerns that you may have to the PCO. Only written requests for clarification may be sent to the PCO at the address located on the front page of the SIR, ATTENTION: Diana Pickel or via email at diana.pickel@faa.gov. All questions and Government responses will be provided to each identified interested party.

(b) This screening information request/request for offer (SIR/RFO) solicits a proposal from a single-source firm unrestricted as to business size for award of an indefinite delivery/indefinite quantity requirements type contract.

(c) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal without discussions.

L.2 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. It is recommended the Contractor provide an offeror letter with ground rules & assumptions outlining the requirement outlined in the attached Performance Work Statement. Any provisions not applicable to the requirement. (i.e. References to simulator training, etc.)

2. Screening Information Request:

This section shall contain a copy of the solicitation duly executed by an official authorized to bind the offeror along with References

3. Technical Proposal:

This section shall contain requirements outlined in the attached Performance Work Statement, of this document in accordance with all applicable Clauses and Provisions.

4. Pricing Proposal and Past Performance References:

(a) **This section shall contain Contractor pricing.**

Note: Offerors are required to submit with their offer, in support of the price, man-hours, material costs and any other recurring or non-recurring costs that significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.)

(b) **Past Performance References** should include not more than three contracts that represent systems similar in relevancy to those described in the attached PWS. This information is required on the offeror and all subcontractors, teaming partners and/or joint venture partners proposed to perform ten (10) percent of the proposed effort based on the total proposed price, or perform aspects of the effort the offeror considers critical to overall successful performance. Offerors are cautioned that the FAA will use data provided by each offeror and data obtained from other sources in the evaluation of past and present performance. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Categorize the relevant information into the specific technical sub-factors used to evaluate the proposal.

- Project name
- Contract Number and Agency issuing the contract
- Contract award date and period of performance
- Dollar value
- Contract Administrator or Liaison, Phone, address and email

- Rationale supporting assertion of contract relevance

Note: The offeror is responsible for verifying references before submission to ensure all information is correct.

L.3 PAST PERFORMANCE

Offerors are cautioned that the FAA may use the data provided by other sources in assessing risk associated with past performance and experience. Offerors may not be given an opportunity to rebut information considered negative and relevant to the evaluation if the information was obtained from other sources. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the offeror.

L.4 QUALIFICATION CRITERIA (JAN 1997)

CLA 1037

To be considered qualified, each offeror must possess an applicable training program approved under Federal Aviation Regulation 14 CFR Part 121 or Part 135 or a training course approved under FAR Part 141 or FAR Part 142 for the aircraft identified herein and shall submit a technical proposal in accordance with the provision in Section L entitled, "Preparation of Technical Proposals."

L.5 PREPARATION OF TECHNICAL PROPOSALS (JAN 1997)

CLA 1045

- (a) Offeror must submit technical proposals (one copy) in addition to price proposals. The technical proposal must be specific and in sufficient detail to enable an evaluation team to make a thorough evaluation to determine if the proposed services meet the requirements of the Government and to determine that the offeror has a thorough understanding of the requirement.
- (b) Offeror are advised to submit proposals, which are clear and comprehensive without additional explanation or information. Additional information may be requested from offerors whose proposals are considered to be reasonably susceptible to being made acceptable; however, the Government reserves the right to award a contract based on initial offers received, without discussions or negotiations.
- (c) The technical proposal must provide information to address the following categories:
 - (1) Provide evidence of an approved training program as described in Section D (6) of the Performance Work Statement for each course proposed;
 - (2) Provide proof of ownership or lease of the aircraft and/or flight simulation training device to be used in training for each course proposed;
 - (3) Describe the availability of training aids and facilities to meet the requirements of the solicitation, specifically Section F. 3. (i) (1)-(15) of the performance work statement, for each course proposed;
 - (4) Provide proposed ground and flight training hours to meet requirements of this solicitation in Schedule B, specifically addressing performance work statement section F. 1. (a), for each course proposed;
 - (5) Provide proposed number of training days expected to be required to complete all training and testing for each course.

L. 6 COST INFORMATION (JAN 1997)

CLA.0169

Offerors are requested to submit with their offer, in support of their price, man-hours, material costs, and any other recurring or non-recurring cost that will significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.).

L.7 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997)

CLA 2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

**L.8 REQUEST FOR MODIFICATION OF CONTRACT TERMS
AND CONDITIONS (JAN 1997)**

CLA 4533

Offerors are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to its proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.9 AMS 3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JUL 2007)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are fax or email.

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are all.

(e) The use of electronic signature technology is not authorized under this solicitation and the resulting contract.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

L.10 AMS 3.2.2.3-20 ELECTRONIC OFFERS (JUL 2004)

(a) The offeror (you) may submit responses to this SIR by FAX or email. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to (FAX) 405-954-3030 or email at diana.pickel@faa.gov

(f) if you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

L.11 AMS 3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award of an Indefinite Delivery/Requirements type contract resulting from this Screening Information Request (SIR).

L.12 AMS 3.9.1-3 PROTEST (NOV 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed

(4) on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70, Federal Aviation Administration, 800 Independence Ave., S.W., Room 323, Washington, DC 20591, Telephone: (202) 267-3290, Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably

calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

**L.13 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(DEC 2005)**

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>)

**AMS 3.1.7-4 ORGANIZATIONAL CONFLICT OF INTEREST SIR PROVISION – SHORT FORM
(MARCH 2006)**

AMS 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JULY 2004)

AMS 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JULY 4)

AMS 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JULY 2004)

AMS 3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)

**AMS 3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS
(JULY 2004)**

AMS 3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (JULY 2004)

AMS 3.2.2.3-17 PREPARING OFFERS (JULY 2004)

AMS 3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (JUL 2004)

AMS 3.2.2.3-19 CONTRACT AWARD (JULY 2004)

AMS 3.2.4-25 SINGLE OR MULTIPLE AWARDS (APRIL 1996)

**AMS 3.13-4 CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING
SYSTEM (DUNS) NUMBER (APRIL 2006)**

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PART IV - SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS OF CONTRACT AWARD

Award will be made if the Offeror is deemed responsible in accordance with AMS 3.2.2.2 and the proposal is responsive to the solicitation requirements. The solicitation requirements include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation. The Government intends to award without discussions. However, the Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

M.2 COST/PRICE EVALUATION AND NEGOTIATION PROCEDURES

(a) Cost/Price Proposal Evaluation – The Government will confirm the accuracy of the offeror's price calculation and assess the realism and reasonableness of the costs and the total evaluated price for performing all training. The Government may make adjustments for any mathematical errors discovered in the cost/price evaluation process. The total evaluated price will consist of the total of the Base Year and Option Year periods One and Two.

(b) Negotiations/Discussions – After evaluating the Cost/Price proposal, the Government may (or may not) conduct written or oral discussions with the offeror. It is possible that discussions will not take place and award of the Contract will be made without discussions. The offeror should therefore submit their best pricing in the initial proposal.

M.3 EVALUATION OF PROPOSAL (JUN 2007)

CLA 0213

Technical proposals will be evaluated according to the categories listed below which are all equal in importance and rated as Acceptable or Not Acceptable:

- (1) Current FAA-approved program for the initial and recurrent training programs;
- (2) Proof of ownership or lease of aircraft and flight simulation training device;
- (3) Availability of training aids and facilities;
- (4) Hours proposed to determine that it meets the FAA minimum hours;
- (5) Number of training days expected;

All factors must be Acceptable to be deemed Technically Acceptable.

M.4 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007)

CLA.0250

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

M.5 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>)

AMS 3.2.4-31 EVALUATION OF OPTIONS (APR 1996)

PERFORMANCE WORK STATEMENT ATR-42/72 PILOT QUALIFICATION TRAINING

A. PROJECT/TITLE

Air Carrier Aircraft Pilot Training for Flight Standards Operations Inspectors and Aircraft Certification pilots employed by the Federal Aviation Administration (FAA).

B. BACKGROUND

Under Title 49 of the United States Code (49 U.S.C.), the FAA is authorized to acquire and expend funds for the acquisition, operation, and maintenance of aircraft as necessary in the exercise and performance of the powers and duties of the Administrator. The interests of the public, the safety of the workforce, and the credibility of the organization are best served by having qualified, proficient, and current inspectors conducting pilot evaluating, testing, and checking functions.

C. SCOPE

The contractor is to provide initial and recurrent ground school, and simulator to FAA inspectors/pilots in the applicable aircraft specified in schedule B. Student quotas for these courses will be assigned by the Flight Standards Service Training Division, AFS-500 or Aircraft Certification Service – Planning and Program Division AIR-500. The courses covered under this contract will meet the requirements for FAA formal flight training. FAA formal flight training consists of training courses with agency level course numbers that will be officially recorded in the employee's personnel records. Most FAA pilot/inspectors work with both the ATR-42 and ATR-72. Therefore, Course 28080, ATR-42/72 Differences/Recurrent, requires supplemental training to the contractor's approved ATR-42 Recurrent course to cover ATR-42 versus ATR-72 differences. This should be addressed in both ground school and simulator training. The contractor is required to use both ATR-42 and ATR-72 simulators for this course. The Proficiency Check is to be conducted in the ATR-42.

D. DEFINITIONS

The following definitions are used to define the terminology contained herein and are applicable as required by Title 14 of the Code of Federal Aviation Regulations (14 CFR):

1. Flight Time: Time from the moment the aircraft first moves under its own power for the purpose of flight until the moment the aircraft comes to rest at the next point of landing (block to block time).
2. Flight Simulation Training Device (FSTD): A full flight simulator (FFS) or a flight training device (FTD).
3. Full Flight Simulator (FFS): A replica of a specific type, make, model, or series aircraft. It includes the equipment and computer programs necessary to represent aircraft operations in ground and flight conditions, a visual system providing an out-of-the-flight deck view, a system that provides cues at least equivalent to those of a three-degree-of-freedom motion system, and has the full range of capabilities of the systems installed in the device as described in (14

CFR) Part 60 and the qualification performance standard (QPS) for a specific FFS qualification level.

4. Flight Training Device (FTD): A replica of aircraft instruments, equipment, panels, and controls in an open flight deck area or an enclosed aircraft flight deck replica. It includes the equipment and computer programs necessary to represent aircraft (or set of aircraft) operations in ground and flight conditions having the full range of capabilities of the systems installed in the device as described in (14 CFR) Part 60 and the qualification performance standard (QPS) for a specific FTD qualification level.

Crew Concept: When one inspector/pilot is receiving pilot-in-command (PIC) training in a simulator/training device, the other inspector/pilot shall receive second-in-command training or flight engineer training (if applicable). When one inspector/pilot is receiving PIC training in the left seat of an airplane flight deck the other inspector/pilot shall receive observer time (flight deck seating permitted). No additional charge shall be made for the presence of, or instruction provided to, such additional FAA inspector/pilot.

6. Approved Training Program: The contractor's FAA approved training course to include a (14 CFR) Part 121 or Part 135 training program, a (14 CFR) Part 141 training course outline, or a (14 CFR) Part 142 course. The contractor must provide documentation of approved training program by submitting one of the following items: a signed approval letter from the Principal Operations Inspector who approved the training program, the approved course syllabus, or the training specifications paragraph authorizing the training course.

E. APPLICABLE DOCUMENTS

FAA Order 4040.9D dated 12/4/1991 or as revised and available for download, in pdf format, from **www.faa.gov**

Flight training for inspectors is required by the above order, appendix 11 paragraphs 403 and 421.

FAA Airline Transport Pilot and Aircraft Type Rating, Practical Test Standards (PTS). This PTS is published by the U.S. Department of Transportation, Federal Aviation Administration, Airman Testing Standards Branch, AFS-630, P.O. Box 25082, Oklahoma City, OK 73125. It is also available for download, in pdf format, from **www.faa.gov**

Title 14 of the Code of Federal Aviation Regulations (14 CFR), Parts 61, 121, 135, 141, and 142. The applicable regulations are available for download, in pdf format, from **www.faa.gov/regulations_policies/faa_regulations/**

F. GENERAL REQUIREMENTS

1. GENERAL

(a) If the contractor's FAA approved training program contains less than the minimum required hours of Part I, Schedule B, of this solicitation, the contractor is required to supplement their approved program with additional ground school/simulator/flight training, as appropriate, to achieve the minimum required hours. Such additional training shall cover systems and

procedures or be otherwise directly related to the successful completion of the type rating or proficiency check. If the contractor's approved training program contains more hours than the minimum stated in Part 1, Schedule B, then the contractor must submit the training hours in their approved training program. In either case, the contractor is requested, within the limits of their approved program, to delete company-specific training such as employee/customer relations, filling out company forms, evacuation training, company communications, or other items not directly related to the completion of the aircraft training and substitute training directly related to the successful completion of the type rating or proficiency check.

(b) The FAA will make every effort to enroll two inspectors/pilots per class. This will allow concurrent training at the captain and first officer positions during flight simulation training device periods. It should be noted that the minimum required full flight simulator, flight training device, and aircraft times are per inspector/pilot in the captains' position (left seat). For example, during recurrent training, a requirement of 6 hours simulator time per inspector/pilot would mean a total of 12 hours of simulator required for a two inspector/pilot class. When the FAA enrolls one inspector/pilot per class, it is expected that additional supplementary training may be required. Supplementary training must be approved in advance on a case by case basis by the Contracting Officer.

(c) Training of FAA inspectors/pilots is not to be conducted between the hours of midnight and 6:00 a.m., including simulator/flight pre and post briefings. A maximum of four hours simulator/flight instruction per day or eight hours of ground school per day per inspector class is permitted. If ground and flight instruction are combined in a single day then a maximum of ten hours of training per day is permitted. To maintain continuity between simulator/flight training sessions, the contractor is requested to minimize the switching of simulator/flight instructors between sessions.

(d) FAA personnel do not ordinarily operate the aircraft in which they are rated on a regular basis. Therefore, it is necessary that they receive the most complete review possible when attending recurrent training. If the contractor's approved program allows for a partial review of systems and procedures during successive recurrent training periods, it is required that the contractor supplement their approved program to achieve a complete review for FAA inspectors/pilots during each recurrent course.

(e) FAA personnel are usually performing other job functions prior to assignment to training and normally do not have time to devote to pre-course study. Additionally, due to circumstances beyond the control of the FAA or the inspector/pilot, an inspector/pilot may be assigned to training with short notice. If the contractor's approved program requires pre-course study prior to the trainee's arrival at the contractor's training facility, the contractor is required to supplement their approved course to allow for required pre-course study to be accomplished at the contractor's facility after the inspector's/pilot's arrival. Such ground instruction must either be classroom or computer based training.

(f) If the contractor's approved training program is specific to an all-cargo aircraft configuration, the contractor is required to supplement their approved program with ground instruction covering differences with a passenger carrying configuration of the aircraft. Similarly, when the contractor's program is specific to an all passenger configuration, the contractor is required to supplement their program to cover differences with all-cargo configurations.

(g) Pilots/inspectors enrolled in the initial course under this solicitation will meet the requirements of (14 CFR) Part 61.157 for initial type certification totally in a full flight simulator without restriction. The contractor's approved training program must allow unrestricted initial type rating training and checking in the simulator without aircraft flight time under this regulation.

(h) When this solicitation requires simulator training, at a minimum it must be conducted in a FAA approved level C full flight simulator (FFS). The contractor may utilize an approved level 6 or 7 flight training device (FTD) or a level A, B, C, or D FFS for required FTD time. Any level FTD time may be substituted for the minimum required ground school time. Flight Simulation Training Device pre/post briefing may be considered as ground school training. The contractor's approved training program must allow any substitutions the contractor makes.

(i) Inspectors/pilots attending training under this contract should present the contractor with a copy of FAA Form 4040-2, Pilot Flight Record and Application for Check Flight, signed by the inspector's supervisor. If the form is presented, the contractor's instructor, training center evaluator (TCE), or the FAA inspector administering a practical test or an instrument proficiency check shall complete the form and return it to the inspector.

2. QUALIFICATIONS

(a) INITIAL PILOT QUALIFICATION:

The contractor shall provide the aircraft and/or full flight simulator, and training necessary to enable the FAA inspector/pilot to pass the practical test to Airline Transport Pilot (ATP) standards (PTS) for a type rating on subject airplane, in accordance with applicable (14 CFR) Part 61 requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Except when training for a single-pilot type rating, all flight simulation training and flight training shall conform to the principle of "crew concept."

Types of training shall include the following categories:

1. Initial pilot qualification ground school, and;
2. Initial pilot qualification using full flight simulator training including a 100% practical test for students who possess the necessary prerequisites required by the contractor's approved training program or;
3. Initial pilot qualification flight training in an aircraft including a complete practical test when all flight training is to be conducted in an aircraft.

(b) RECURRENT PILOT QUALIFICATION:

The contractor shall provide the ground school, full flight simulator and/or aircraft to enable the FAA inspector/pilot to pass the pilot-in-command (PIC) proficiency check to ATP standards on subject aircraft, in accordance with the applicable (14 CFR) Part 61.58(d) (1), requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Flight Simulation Training Device and flight training shall conform to the principle of "Crew Concept."

Types of training shall include the following categories:

1. Recurrent pilot ground school and;

2. Recurrent pilot full flight simulator training when all training is to be conducted in a full flight simulator or;
3. Recurrent pilot flight training when all flight training is to be conducted in an aircraft.

(c) SUPPLEMENTARY TRAINING HOURS:

The Contracting Officer may authorize hours in addition to those specified under Initial and Recurrent Pilot Qualification training when required by the individual inspector/pilot to successfully complete type rating practical tests or proficiency checks. These hours shall be provided at the prices set forth in the item entitled "Supplementary Training Hours", Part I, Schedule B. In the event that any inspector/pilot passes the applicable test(s) in less time than the hours indicated in Schedule B, or partially completes training, the contractor shall be paid the rate stated, less a pro rata credit for the unused time at the supplementary rate.

(d) DIFFERENCES TRAINING:

When required, the contractor shall provide all training necessary to operate a variant aircraft of the same make and model as the referenced aircraft in accordance with the contractor's approved training program and the terms and conditions provided herein. Reference Section C. Scope.

Types of training may include any of the following categories:

1. Aircraft ground school
2. Flight training device training
3. Full flight simulator training
4. Flight training

3. TRAINING REQUIREMENTS

(a) All instruction must comply with the contractor's approved training program.

(b) Flight simulation training device (FSTD) training, if applicable, shall begin within one working day after satisfactory completion of ground school. Flight training shall begin within one working day after completion of ground school or FSTD training, if applicable. Flight and FSTD training may be integrated with ground school training if it is a part of the contractor's program.

(c) Ground school instruction shall be presented by a qualified instructor in a classroom environment. If Computer-Based Instruction (CBI) is used to accomplish ground school training then the following requirements shall be met:

(1) Inspectors/pilots shall receive a thorough briefing on the operation and use of the CBI equipment.

(2) At least one instructor shall be present or readily accessible by electronic means to resolve any problems or questions that the inspector/pilot may have regarding the material presented in the CBI program.

(3) All material presented by CBI shall be reviewed and reinforced by a qualified instructor in classroom discussion or one-on-one with the inspector/pilot.

(d) Upon scheduling an FAA inspector/pilot for training the contractor shall contact their FAA certificate holding office in order to arrange for the applicable check to be given by an FAA inspector qualified in the aircraft. The contractor shall make the applicable FSTD or aircraft and appropriate personnel available for the purpose of administering the check(s) required. If the

contractor's FAA certificate holding office is unable to provide a qualified inspector for the required check(s), the contractor shall immediately notify the Contracting Officer's Technical Representative (COTR).

(e) In the event the FAA inspector/pilot fails to report for training as scheduled, or should become ill, injured or incapacitated during the training period the contractor shall promptly notify the COTR and the inspector/pilot's emergency contact if known.

(f) If the inspector/pilot has not passed the applicable pilot practical test or proficiency check after completion of the training outlined in Schedule B and in accordance with the specifications herein, the contractor shall withhold further training and promptly notify the COTR who will arrange the authorization of additional training. In the event such inspector/pilot does not complete the full course provided for in the schedule, the contractor shall invoice the FAA for only that pro rata portion of training actually completed per Paragraph F (2)(c) of this PWS and as certified on the Certificate of Training (Appendix A).

(g) The contractor shall notify the COTR of the inspector's/pilot's completion status within 5 working days after completion of the training program.

(h) Upon completion of all training, the contractor shall issue a Certificate of Training. The FAA inspector shall sign the certificate verifying the type of training provided, specific dates, and the duration of such training. The certificate shall conform to the format of Appendix "A" hereof. One copy of each such certificate shall be submitted to the COTR.

(i) The contractor shall furnish all training aids and facilities which meet the following minimum requirements:

(1) Sufficient chalk dry erase or electronic boards for effective teaching shall be provided.

(2) All training aids, including any audio-visuals, mockups, charts or aircraft components listed in the approved training program must be accurate and appropriate to the course for which they are used.

(3) The classroom shall be well-lighted.

(4) Inspectors/pilots shall be seated at suitable tables which provide sufficient space for writing and accomplishing assigned tasks.

(5) The classroom shall be kept clean.

(6) Sanitary restroom facilities shall be available within convenient distance of the classroom.

(7) The classroom facilities shall be adequately ventilated, heated in winter, and cooled in summer.

(8) Ambient noise shall be below the distraction point. The instructor's voice level shall be easily heard from any position in the classroom.

(9) The contractor shall comply with safety standards specified by the National Electrical Code, the National Fire Code, and the United States of America Standards Institute in conducting contract training.

(10) Local environmental distractions adversely affecting student learning shall be eliminated.

(11) A copy of the aircraft Pilot's Operating Handbook (POH) shall be provided each inspector/pilot on the first training day of each training course for the subject aircraft and shall be retained by the inspector/pilot. A "Flight Training Manual" utilized in the contractor's training program which is at least equal in content and quality to the POH will be an acceptable substitute. Such manuals shall be included within the prices set forth in Part I, Schedule B.

(12) A copy of the syllabus, training schedule and description of all maneuvers and procedures to be conducted in the training course shall be provided each inspector/pilot on the first training day of each training course.

(13) A FAA approved full flight simulator (FFS) of the type specified in Paragraph F (1) (f) of this PWS, if applicable.

(14) Sufficient aircraft inventory for use in the training course to ensure availability of back-up aircraft when maintenance is necessary. All aircraft shall be airworthy and certificated in the normal category by the FAA.

(15) The contractor shall use only instructors authorized under their approved training program to instruct under this contract. All instructors used in flight training under this contract shall be authorized by the contractor to conduct all maneuvers and procedures required.

(j) The contractor's personnel, alone, shall be in command of the aircraft utilized in contract performance. At no time shall an FAA inspector/pilot be permitted to assume such command.

(k) The contractor shall provide all fuel, oil, landing fees, storage, and tie-down service. The contractor shall pay for all of these items and for any other costs related to operation and utilization of each aircraft provided by the contractor for training, reimbursement for which shall be deemed included in the contract price.

(l) Each aircraft provided by the contractor shall be operated and maintained in accordance with applicable FAA regulations.

G. PERFORMANCE REQUIREMENTS FOR FLIGHT SIMULATION TRAINING COURSES

1. These performance requirements apply to CLINs 0001-0009 in Schedule B of the SIR that address the ATR 42/72 Pilot Qualification training courses.

2. The contractor is to provide initial, recurrent, supplemental, and (if required in schedule B) differences training as specified in section 2 (Qualifications) of this performance work statement (PWS) in accordance with their approved training program. As part of the proposal, the contractor must submit:

Evidence of their approved training program as described in section D (6) of this PWS which addresses the make and model aircraft specified in each CLIN.

Proof of the ownership of the full flight simulator to be used in training or documented confirmation of a lease agreement that covers the entire term of this contract.

A description of the training aids and facilities in sufficient detail to determine compliance with the requirements of section F (3) (i) of this PWS.

Proposed ground and simulator training hours in compliance with section F (1) (a) of this PWS. Proposed number of training days expected to be required to complete all training and testing for each course.

3. Deliverables

The contractor shall:

Provide training as specified in their approved training program.

Provide the hours of training proposed in Schedule B.

Commence training upon the inspector/pilot's arrival at the contractor's facility on the date and time agreed upon.

Provide each inspector/pilot with a POH or substitute in compliance with section F (3) (i) (11) of this PWS.

Provide a copy of the syllabus, training schedule and description of all maneuvers and procedures to be conducted in the training course to each inspector/pilot on the first training day of each training course in compliance with section F (3) (i) (12) of this PWS.

Complete the training within the proposed number of training days barring unforeseen circumstances beyond the control of the contractor.

Provide the COTR with a completed certificate of training signed by both the inspector/pilot and the contractor's instructor and the course critique (Appendix A) within 5 calendar days of the completion of the training.

CERTIFICATE OF TRAINING - APPENDIX A

This Certificate of Training for pilots and flight engineers shall be prepared by the contractor and furnished to the FAA as evidence of completion of training for the student indicated.

RETURN OF AN ACCURATELY COMPLETED CERTIFICATE OF TRAINING IS ESSENTIAL SINCE CERTIFICATION FOR PAYMENT UNDER THE CONTRACT CANNOT BE MADE UNTIL THIS CERTIFICATE IS RECEIVED --- CERTIFICATE MUST HAVE THE SIGNATURE OF THE STUDENT CERTIFYING RECEIPT OF THE COURSE FLIGHT, FLIGHT TRAINING DEVICE, SIMULATOR, AND GROUND SCHOOL HOURS COMPLETED---

As soon as the training has been completed, the contractor shall return this certificate together with the other items specified in the Payment Clause to the following address:

FAA Mike Monroney Aeronautical Center
FAA Academy - ATTN: Contracts and Program Administration Branch, AMA-260
P.O. Box 25082
Oklahoma City, Oklahoma 73125

CONTRACTOR: _____ CONTRACT NO.: DTFA-AC- _____
COURSE: _____ DELIVERY ORDER NO.: DTFA-AC- _____

TYPE OF FLIGHT CHECK COMPLETED (circle)		
Initial Qualification	Recurrent Qualification	Other (specify) _____

TRAINING DATES:	TOTAL TRAINING HOURS
_____	_____ Hours

COMPLETION STATUS (circle one): PASS FAIL WITHDRAW INCOMPLETE

I certify that I received the training time as reported herein.

STUDENT SIGNATURE _____ DATE _____

CONTRACTOR OFFICIAL SIGNATURE _____ DATE _____



****NOTE: FAA Student: Your signature certifies that you received the flight, ground school, and simulator time as indicated. Payment will be made from this document. Please complete the course evaluation / course information data on pages 2 and 3.

****NOTE: ANY TRAINING TIME (PER INDIVIDUAL) ABOVE AND BEYOND THAT SPECIFIED BY THE ABOVE REFERENCED CONTRACT / ORDER NUMBER REQUIRES ADVANCE APPROVAL FROM THE CONTRACTING OFFICER.

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FAA ACADEMY **End-of-Course Evaluation**

Course: Class: Training Org: **260**

Shade circles like this: 
 Not like this: 

Do not write outside boxes.

The FAA Academy wants your candid opinions. Your feedback will help us provide the best possible products and services.

Please rate the course on the following factors:

	Highly Satisfactory	Satisfactory	Somewhat Satisfactory	Slightly Satisfactory	Not At All Satisfactory	N/A
Length of course.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Depth of information.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Pace of training.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Clarity of objectives.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Relevance to your job.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sequence of content.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Opportunity to practice.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Suitability of course materials.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Effectiveness of instructors....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Equipment.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Facilities.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
OVERALL QUALITY.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

If any area needs improvement, what specific change(s) would you suggest?

Rate how well the training met your needs: ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐ N/A

If you selected "Fair" or "Poor," please explain.



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COMMENTS: (Please categorize any comment by printing it in the appropriate space and darkening the circle.)

☐ Suggestion

☐ Complaint

☐ Compliment

☐ Other

REMINDER: Did you darken the circle of each comment? **THANK YOU!**